

# **Exhibit I**

**From:** Jordan Goldstein <jgoldstein@selendygay.com>  
**Sent:** Sunday, January 30, 2022 12:38 PM  
**To:** Flath, Lara A (NYC); Kasner, Jay B (NYC); Drylewski, Alexander C (NYC); Sheehan Davis, Abigail (NYC)  
**Cc:** Mitchell Nobel; 'Steven Bloch - Silver Golub & Teitell'; 'Ian Sloss - Silver Golub & Teitell'  
**Subject:** [Ext] RE: Underwood et al v. Coinbase Global, Inc., 1:21-cv-08353-PAE (S.D.N.Y.) -- meet and confer

Counsel:

We appreciate your update. Given that you are presenting the same offer which we identified as insufficient both in correspondence on Friday morning, as well as at our meet-and-confer on Friday afternoon, Plaintiffs again cannot accept. As we have explained twice now, the problem with this offer is that Coinbase would still compel Plaintiffs to choose between foregoing use of the platform and access to their assets, and agreeing to terms that may or may not be enforced based on the Court's decision. Coinbase's offer to not enforce the dispute resolution provisions for one week is meaningless, given that Coinbase would be able to enforce those terms on the eighth day based on the coerced assents it would receive beginning tomorrow.

As we told you during our meet-and-confer on Friday, we are open to accepting an interim resolution that would avoid Plaintiffs being asked to take actions with respect to these new dispute resolution terms, such as by Coinbase withdrawing the proposed updates to the user agreement. That is what we proposed to you on Thursday evening, again on Friday morning, and again at our meet-and-confer on Friday afternoon. During our meet-and-confer, I also stated that we would be open to Coinbase leaving the proposed changes on its website, but not presenting users with an "I agree" button that assents to those terms as a basis to access the platform, and provided that Coinbase agreed that it would not argue that users had implicitly assented to such terms by using its website. You rejected that proposal too. In any event, Plaintiffs remain open to proposals under which Coinbase would delay in presenting the new dispute resolution terms to users until the Court resolves this issue, as our proposals would forestall the harm Plaintiffs have identified.

Regards,

Jordan

**Jordan Goldstein**  
Partner and General Counsel

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**From:** Flath, Lara A <Lara.Flath@skadden.com>  
**Sent:** Saturday, January 29, 2022 4:50 PM  
**To:** Jordan Goldstein <jgoldstein@selendygay.com>; Mitchell Nobel <mnobel@selendygay.com>; 'Steven Bloch - Silver Golub & Teitell' <sbloch@sgtlaw.com>; 'Ian Sloss - Silver Golub & Teitell' <ISloss@sgtlaw.com>  
**Cc:** Kasner, Jay B <Jay.Kasner@skadden.com>; Drylewski, Alexander C <Alexander.Drylewski@skadden.com>; Sheehan Davis, Abigail <Abigail.Sheehan@skadden.com>  
**Subject:** RE: Underwood et al v. Coinbase Global, Inc., 1:21-cv-08353-PAE (S.D.N.Y.) -- meet and confer

Counsel,

Thank you for meeting and conferring yesterday afternoon. We believe that the proposal we made twice before you filed the Motion by Order to Show Cause and again during our meet and confer (Coinbase Inc. will refrain from enforcing any new dispute resolution provisions as applied to this Action for 7 days) directly responds to the Court's request that we consider delaying the effective date of the updated User Agreement. You continue to reject this proposal.

You proposed that we withhold updates altogether or somehow prevent users from accepting the updated User Agreement. This is broader than the relief you requested in your motion and is not something that we can agree to as it would impose significant harm on Coinbase.

If your position changes, let us know. Given that it does not appear we will reach an agreement, we intend to file our response on Sunday as ordered.

Thanks,  
Lara

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**From:** Flath, Lara A (NYC)  
**Sent:** Friday, January 28, 2022 3:31 PM  
**To:** 'Jordan Goldstein' <[jgoldstein@selendygay.com](mailto:jgoldstein@selendygay.com)>; Mitchell Nobel <[mnobel@selendygay.com](mailto:mnobel@selendygay.com)>; Steven Bloch - Silver Golub & Teitell <[sbloch@sgtlaw.com](mailto:sbloch@sgtlaw.com)>; 'Ian Sloss - Silver Golub & Teitell' <[ISloss@sgtlaw.com](mailto:ISloss@sgtlaw.com)>  
**Cc:** Kasner, Jay B (NYC) <[Jay.Kasner@skadden.com](mailto:Jay.Kasner@skadden.com)>; Drylewski, Alexander C (NYC) <[Alexander.Drylewski@skadden.com](mailto:Alexander.Drylewski@skadden.com)>; Sheehan Davis, Abigail (NYC) <[Abigail.Sheehan@skadden.com](mailto:Abigail.Sheehan@skadden.com)>  
**Subject:** Underwood et al v. Coinbase Global, Inc., 1:21-cv-08353-PAE (S.D.N.Y.) -- meet and confer

Jordan and all,

Pursuant to the Court's order, we are reaching out to schedule a meet and confer. Are you available at 4 or 4:30 today?

Thank you,  
Lara

**Lara A. Flath**  
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Further information about the firm, a list of the Partners and their professional qualifications will be provided upon request.

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